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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

Case No. 3:23-md-03084-CRB

**CERTAIN NACHAWATI PLAINTIFFS’
RESPONSE TO DEFENDANTS UBER
TECHNOLOGIES, INC., RASIER, LLC,
AND RASIER-CA, LLC’S MOTION
REGARDING “FRAUDULENT”
PLAINTIFF FACT SHEETS**

This Document Relates to:

Doe L.N v. Uber Technologies, Inc., et al.,
No. 3:24-cv-00120-CRB

Doe (T.W.) v. Uber Technologies, Inc., et al.,
No. 3:24-cv-00559-CRB

Doe (BW) v. Uber Technologies, Inc., et al.,
No. 3:24-cv-04308-CRB

Doe (ST) v. Uber Technologies, Inc., et al.,
No. 3:24-cv-04309-CRB

Doe (A.R.) v. Uber Technologies, Inc., et al.,
No. 3:24-cv-04313-CRB

Doe (VB) v. Uber Technologies, Inc., et al.,
No. 3:24-cv-04317-CRB

DOE (KH) v. Uber Technologies, Inc., et al.,
No. 3:24-cv-04326-CRB

Date: February 13, 2026

Time: 10:00 a.m.

Courtroom: 6 – 17th Floor

1 *Doe (S.F.) v. Uber Technologies, Inc., et al.*,
2 No. 3:24-cv-04327-CRB

3 *Doe (SG) v. Uber Technologies, Inc., et al.*,
4 No. 3:24-cv-04353-CRB

5 *Doe (TW) v. Uber Technologies, Inc., et al.*,
6 No. 3:24-cv-04356-CRB

7 *Doe (SW) v. Uber Technologies, Inc., et al.*,
8 No. 3:24-cv-04364-CRB

9 *Doe (JG) v. Uber Technologies, Inc., et al.*,
10 No. 3:24-cv-04368-CRB

11 *Doe (P.C.) v. Uber Technologies, Inc., et al.*,
12 No. 3:24-cv-04374-CRB

13 *Doe (CA) v. Uber Technologies, Inc., et al.*,
14 No. 3:24-cv-05072-CRB

15 *Doe (R.D.) v. Uber Technologies, Inc., et al.*,
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17 *Doe (J.H.) v. Uber Technologies Inc., et al.*,
18 No. 3:24-cv-05079-CRB

19 *Doe (EB) v. Uber Technologies, Inc., et al.*,
20 No. 3:24-cv-05110-CRB

21 *DOE (AE) v. Uber Technologies, Inc., et al.*,
22 No. 3:24-cv-05121-CRB

23 *Doe (D.G.) v. Uber Technologies, Inc., et al.*,
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25 *Doe (K.H.) v. Uber Technologies, Inc., et al.*,
26 No. 3:24-cv-05174-CRB

27 *Doe (SK) v. Uber Technologies, Inc., et al.*,
28 No. 3:24-cv-05710-CRB

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1 *Doe (GT) v. Uber Technologies, Inc., et al.*,
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14 No. 3:25-cv-02788-CRB

15 *Doe NLG (KM) v. Uber Technologies Inc., et*
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I. INTRODUCTION AND SUMMARY OF THE ARGUMENT

The only “fraud” is Uber’s Motion, ECF Document 4580.

Uber ignores the language of Federal Rule of Civil Procedure 37(b)(2)(A), miscites a case, and proposes an internally inconsistent Order that off-roads from the Rules and the procedures this Court promulgated (*see infra* §III). Uber seeks to squander judicial resources to “evaluat[e]”¹ cases that are no longer pending. Uber’s justification for wasting time on dismissed cases is to punish the former plaintiffs’ and their counsel—yet it is Uber who mischaracterizes the history of discovery in these cases.

The Plaintiff Fact Sheet (“PFS”) amendments Uber decries effect no material changes, but rather conform a handful of answers to information previously provided elsewhere in prior discovery responses (*see infra* §II.A). That plaintiffs who are sexual assault victims became nonresponsive and unavailable, such that counsel could not state they eyeballed these corrections, is not the nefarious plot Uber invents. The published literature amply documents that sexual assault victims as a group struggle to participate in the legal system and that a certain amount of attrition is to be expected (*see infra* §II.D).

Uber does not have clean hands to bring its motion, because it is guilty of materially changing Defendant Fact Sheet (“DFS”) answers. Uber denied it could find plaintiffs’ Uber accounts and then later admitted plaintiffs had them, and denied it could confirm rides to only later admit the trips had occurred (*see infra* §II.B). Therefore, if the Court orders discovery in dismissed cases, then the undersigned seeks to depose Uber paralegal Alejandra O’Connor on what investigation, if any, she conducted before certifying under penalty of perjury that Uber allegedly could not find accounts for T.W. (MDL 1500), K.C. (MDL 2214), and C.H. (MDL 2231), and allegedly could not confirm the trips of A.V. (MDL 3207) and K.C. (MDL 2214).

Or, Uber’s stratagem of litigating dismissed cases could be rejected as the distraction that it is. The unprecedented relief Uber seeks exposes its plan to derail the progress of this MDL by bringing ever more sanctions motions. The pattern is obvious: Uber demands a court order knowing compliance will be impossible, as for example demanding that undersigned produce for depositions

¹ See ECF 4580-4 [Pages 3-4 of 10], 2:26—3:1.

former plaintiffs who have become unavailable and non-responsive. Disrespectful of the time and attention this Court devoted to PTO10 and its amendment, Uber also demands that the amended PTO10 protocols be ignored and that additional redundant signatures be ordered.

Uber has no factual or legal grounds for the Proposed Order it expects this Court to sign. In fact, some of its demands are made without any attempt to cite any authority. Uber's Motion respectfully should be denied.

II. FACTUAL BACKGROUND

A. The Amendments of Which Uber Complains Merely Conformed a Few Answers to Previously Provided Information

Uber seeks depositions of four Nachawati Law Group Plaintiffs² on the basis of purported "material" changes to amended Plaintiff Fact Sheets without their review. *See* Uber's Motion Regarding Fraudulent Plaintiff Fact Sheets (occ. Uber's Mot. filed under seal), ECF 4580 [Page 14 of 17], at 10:20. Uber's so-called "discrepancies" (*id.* at 4:10), do not in truth represent any material changes, but rather restate, in a different part of the PFS form, information already provided.

1. Question 16 (MDL 1496, 1508, 3201).

Uber misleadingly attempts to manufacture a discrepancy with former plaintiff Jane Doe S.W.'s response to PFS Question 16 in her second amended PFS (MDL 1508) based on the addition of a single sentence which states that the incident occurred during the ride. Uber's Mot. (filed under seal) at 6:2-10; Uber's Ex. K (filed under seal), ECF 4580-12 at 10. That sentence is consistent with S.W.'s first and second amended PFS responses to Question 20, which describe the incident as occurring during the course of the ride. Uber's Ex. J (filed under seal), ECF 4580-11 at 10; Uber's Ex. K (filed under seal), ECF 4580-12 at 11. The amendment did not introduce new or changed information; it simply reiterated information provided in answer to Question 20 into the answer to Question 16. Uber's Ex. K (filed under seal), ECF 4580-12 at 11.

Similarly, Uber cites a purported "discrepancy" in former plaintiff Jane Doe K.M.'s response to Question 16 regarding incident location. Uber's Mot. (filed under seal), at 7:1-7. The response to Question 16 was amended from "n/a" to include the same address previously provided in the Uber

² Jane Doe SG (MDL ID: 1496); Jane Doe TW (MDL ID: 1500); Jane Doe SW (MDL ID: 1508); and Jane Doe NLG KM (MDL ID: 3201).

Ride Information Form. *See* Ex. 1, Uber Ride Information Form (MDL ID 3201) 85040 at 1; Uber’s Ex. D (filed under seal), ECF 4580-5 at 9; and Uber’s Ex. E (filed under seal), ECF 4580-6, at 10. The amendment simply includes the previously provided address.

Uber also inaccurately claims that the former plaintiff in MDL 1496 delayed in providing ride pick-up and drop-off addresses. Uber’s Mot. (filed under seal), at 4:13-20. Specifically, Uber laments that Jane Doe S.G. allegedly “changed” her response to PFS Question 16 from “she does not know or recall” to providing specific pick-up and drop-off locations. Uber’s Mot. (filed under seal), at 4:1-20. Uber misleadingly states that the addresses were not provided until “[e]ight months later.” *Id.* at ECF 4580 [Page 8 of 17], 4:3. However, the same addresses were provided nearly a year earlier in the former plaintiff’s Uber Ride Information Form, which was produced before both the first and second amended PFSs. Ex. 2, Uber Ride Information Form (MDL ID 1496) 16464 at 1. The amendment challenged by Uber copies the previously provided addresses into the answer to Question 16. *See* Uber’s Ex. G (filed under seal), ECF 4580-8 at 10.

2. Question 42 (MDL 1496, 1500, 1508, 3201)

Uber points to PFS Question 42, which asks whether the plaintiff seeks out-of-pocket costs relating to diagnoses and/or treatment of injuries. Uber Mot. (filed under seal), 5:1-20, 6:11-19, 7:13-21. The amendments merely state what Uber already knew had it read the previously provided answers to Question 40—there are no out-of-pocket treatment costs because there was no treatment.

In each of the four PFSs, the former plaintiffs stated in response to Question 40 that they did not receive any incident-related diagnoses or treatment.³ As to each amendment attacked by Uber, the amendment simply corrects the Question 42 response to that same fact by clarifying that the former plaintiffs were not seeking to recover any out-of-pocket costs for diagnoses or treatment because—per their response already provided in answer to Question 40—no such diagnoses or treatment occurred.⁴

³ *See* Jane Doe SG: Uber’s Ex. F (filed under seal), ECF 4580-7 at 19; Jane Doe TW: Uber’s Ex. H (filed under seal), ECF 4580-9 at 19; Jane Doe SW: Uber’s Ex. J (filed under seal), ECF 4580-11 at 19; and Jane Doe NLG KM: Uber’s Ex. D (filed under seal), ECF 4580-5 at 19.

⁴ *See* Jane Doe SG: Uber’s Ex. G (filed under seal), ECF 4580-8 at 20-21; Jane Doe TW: Uber’s Ex. I (filed under seal), ECF 4580-10 at 20-21; Jane Doe SW: Uber’s Ex. K (filed under seal), ECF 4580-12 at 20-21; and Jane Doe NLG KM: Uber’s Ex. E (filed under seal), ECF 4580-6 at 20-21.

1 **3. Questions 4 and 17 (MDL 3201).**

2 Uber argues that Jane Doe K.M. purportedly changed her discovery response regarding “the
3 name of the driver” because the PFS Q17 answer originally said “n/a” while the first amended PFS
4 states “Plaintiff does not recall the name of the driver.” Uber’s Mot. (filed under seal), at 7:8-12;
5 Uber’s Ex. D (filed under seal), ECF 4580-5, at 9; Uber’s Ex. E (filed under seal), ECF 4580-6, at 10.
6 Uber’s characterization is misleading: the amendment does not alter any material information, it
7 simply replaces a placeholder with a statement of non-recollection. Uber’s Ex. E (filed under seal),
8 ECF 4580-6 at 10.

9 Uber also complains that K.M. “changed her answer regarding her current address” in
10 Question 4 by amending her response from “n/a” in the PFS, to include her current address in the
11 first amended PFS. Uber’s Mot. (filed under seal), at 6:21-25. In fact, however, K.M.’s current
12 address was previously disclosed in the Uber Ride Information Form as the ride pick-up location.
13 Ex. 1, Uber Ride Information Form (MDL ID 3201) 85040 at 1. *See* Uber’s Ex. D (filed under seal),
14 ECF 4580-5, at 4 (disclosing city and state of residence at time of incident). The amendment simply
15 added previously provided information to a second responsive field in the form. *See* Uber’s Ex. E
16 (filed under seal), ECF 4580-6, at 4.

17 In sum, Uber is disingenuously claiming that these clarifications and/or corrections made any
18 difference. The real problem here is not plaintiffs’ discovery responses, but Uber’s own, as discussed
19 below.

20 **B. Uber Materially Changed DFS Answers.**

21 If any depositions are appropriate, the Court should get to the bottom of Uber’s practice of
22 claiming it cannot find or confirm accounts and/or trips that it later (with no new identifying
23 information from the plaintiff) admits existed and/or occurred, by inquiring why an account could
24 not have been identified or substantiated from the onset. Below are examples of such practice:

25 *DFS responses are highlighted in purple and First Amended DFS responses are highlighted in
26 blue.

Jane Doe A.V. (MDL ID: 3207)

Ex. 3, Defendant Fact Sheet (MDL ID 3207) 92639		Produced on 04/23/2025
Ex. 4, First Amended Defendant Fact Sheet (MDL ID 3207) 152658		Produced on 09/26/2025

Ex. 3, Defendant Fact Sheet (MDL ID 3207) 92639		Produced on 04/23/2025
Ex. 4, First Amended Defendant Fact Sheet (MDL ID 3207) 152658		Produced on 09/26/2025

Jane Doe (K.C.) (MDL ID: 2214)

Ex. 7, Defendant Fact Sheet (MDL ID 2214) 27135		Produced on 09/26/2024
Ex. 8, First Amended Defendant Fact Sheet (MDL ID 2214) 33493		Produced on 11/08/2024

Ex. 7, Defendant Fact Sheet (MDL ID 2214) 27135		Produced on 09/26/2024
Ex. 8, First Amended Defendant Fact Sheet (MDL ID 2214) 33493		Produced on 11/08/2024

Jane Doe T.W. (MDL ID: 1500)

Ex. 5, Defendant Fact Sheet (MDL ID 1500) 18280		Produced on 09/03/2024
Ex. 6, First Amended Defendant Fact Sheet (MDL ID 1500) 148100		Produced on 09/12/2025

Jane Doe (C.H.) (MDL ID: 2231)

Ex. 5, Defendant Fact Sheet (MDL ID 2231) 27153		Produced on 09/26/2024
Ex. 6, First Amended Defendant Fact Sheet (MDL ID 2231) 37309		Produced on 12/11/2024

C. The Word “Completing” on Page 3 of the Form PFS Did Not Prevent Uber from Seeing the Blank Signature Lines in the Verifications.

Uber claims to be defrauded because a sentence on PFS page three states that, “The Plaintiff completing this Plaintiff Fact Sheet is under oath” ECF 4580 [Page 5 of 17], 1:6-9, 1:22; ECF 4580 [Page 6 of 17], 2:3, 2:10, 2:21-25; ECF 4580 [Page 13 of 17], 9:20; ECF 4580 [Page 14 of 17], 10:2, 10:18; ECF 4580 [Page 15 of 17], 11:7, 11:25; ECF 4580-4 [Page 3 of 10], 2:10-13. To be clear, Uber’s “fraud” accusation depends on this one sentence on page 3 of the PFS form, which Uber’s Motion quotes in whole or in part over a dozen times in its motion and ancillary papers. *See id.* Thus Uber’s “fraud” calumny entirely depends on the word “completing” as proof that it was tricked into believing that the former plaintiffs had personally reviewed the amendments. *See, e.g.,* ECF 4580 [Page 5 of 17], at 1:9-10 (“A PFS is fraudulent where (as here) it states that it has been ‘completed’ [sic]⁵ by the Plaintiff, when in fact the Plaintiff did not review the completed PFS.”); *id.* at [Page 14 of 17], 10:17-19 (Uber’s only theory as to why the amended PFSs were “false statements” is to ignore the blank signature line and quote the word “complet[ed]”).

There is no fraud first because, as established above, the changes merely conformed a handful of answers to previously disclosed information (*see supra* §II.A). Second, Uber had no trouble looking at the blank signature lines and recognizing that the amended PFSs were not complete: Uber submitted a Declaration sworn under penalty of perjury in which Uber’s own counsel states the amended PFSs have “not been verified.” ECF 4580-1, 3:17 ¶11, *id.* at 3:23 ¶13, *id.* at 4:2 ¶15, *id.* at 4:8 ¶17. Therefore, Uber’s claim that the “completing” language on page three created the fraud, presumably by convincing Uber that the PFS amendments were completed, fails in light of Uber’s admission revealing it could readily see the blank signature lines.

D. Uber’s “Fraud” Theme Seeks to Exploit the Tragic Reasons Why Some Plaintiffs Would Become Non-Responsive.

The point of Uber’s motion is to distract from pending cases by harassing people about dismissed ones. Uber’s stratagem has its roots in the fact that some of the women who signed up to participate as plaintiffs later stopped responding—that is why they could not eyeball corrective

⁵ Uber argues that the PFS states it was “completed” (e.g., ECF 4580, 1:9), when the word is “completing.” ECF 4287, p. 3 [Page 15 of 49].

1 amendments conforming the PFSs with previously provided information. *See* ECF 4522, at 6. Uber
 2 labors to spin the fact that sexual assault victims became non-responsive into a nefarious plot. Rather
 3 than proof of “fraud,” sexual assault victims’ struggles in participating in the legal system are well
 4 documented.

5 Sexual assault survivors experience elevated rates of depression and post-traumatic stress
 6 disorder, conditions that frequently interfere with survivors’ ability to sustain participation in legal
 7 proceedings.⁶ Delayed disclosure, hesitation, and withdrawal are common and predictable responses
 8 by sexual assault survivors navigating legal systems.⁷ Even when survivors report promptly and
 9 initially cooperate, attrition rates remain extraordinarily high due to myriad factors including
 10 institutional skepticism, evidentiary barriers, and societal pressures.⁸ Survivors frequently disengage
 11 because legal proceedings are overwhelming, retraumatizing, and perceived as unlikely to deliver
 12 justice.⁹ Service-provider and legal-services research suggests that a combination of societal
 13 attitudes, organizational obstacles, and direct service barriers often exacerbate trauma, increase
 14 revictimization, and undermine survivor well-being.¹⁰

15 One can only imagine the effect of Uber falsely denying something as fundamental as the

16 ⁶ *See* Ex. 9, Theresa Mackey et al., *Factors Associated with Long-Term Depressive Symptoms of*
 17 *Sexual Assault Victims*, 6 Archives of Psychiatric Nursing 10, 11-12 (1992) (finding that sexual
 18 assault survivors exhibit significant and persistent depressive symptoms that impair daily functioning
 19 over time), [https://www.psychiatricnursing.org/article/0883-9417\(92\)90050-S/abstract](https://www.psychiatricnursing.org/article/0883-9417(92)90050-S/abstract); *see also* Ex.
 20 10, Courtney E. Ahrens et al., *To Tell or Not to Tell: The Impact of Disclosure on Sexual Assault*
 21 *Survivors’ Recovery*, 25 Violence & Victims 631, 641-644 (2010) (explaining that trauma responses
 22 affect survivors’ capacity to disclose, engage with institutions, and sustain participation in recovery-
 23 related processes), [https://roqhas.org/wp-content/uploads/2024/07/ahrens-2010-impact-of-](https://roqhas.org/wp-content/uploads/2024/07/ahrens-2010-impact-of-disclosure-on-sexual-assault-survivors-recovery.pdf)
 24 [disclosure-on-sexual-assault-survivors-recovery.pdf](https://roqhas.org/wp-content/uploads/2024/07/ahrens-2010-impact-of-disclosure-on-sexual-assault-survivors-recovery.pdf).

25 ⁷ *See* Ex. 10, *supra* note 5, at 642-44 (documenting varied disclosure patterns among sexual assault
 26 survivors, including delayed and discontinued disclosure linked to trauma and institutional
 27 responses).

28 ⁸ *See* Ex. 11, Jennifer M. Brown et al., *Characteristics Associated with Rape Attrition and the Role*
 Played by Skepticism or Legal Rationality by Investigators and Prosecutors, 13 Psychol., Crime &
 L. 355, 355-358 (2007), <https://doi.org/10.1080/10683160601060507>.

⁹ *See* Ex. 12, Jodie Murphy-Oikonen et al., *Sexual Assault Case Attrition: The Voices of Survivors*,
 SAGE Open, Oct.–Dec. 2022, 8 (2022) (reporting survivor accounts that withdrawal from legal
 processes is driven by trauma, emotional burden, and secondary victimization),
<https://journals.sagepub.com/doi/pdf/10.1177/21582440221144612>.

¹⁰ *See* Ex. 13, Sarah E. Ullman & Stephanie M. Townsend, *Barriers to Working with Sexual Assault*
 Survivors: A Qualitative Study of Rape Crisis Center Workers, 13 Violence Against Women 412,
 418-441 (2007), <https://journals.sagepub.com/doi/10.1177/1077801207299191>.

1 existence of the Uber account or that the trip even occurred (*see, e.g., supra* § II.B).

2 **III. ARGUMENT**

3 Uber fails to cite apposite authority—when it deigns to cite any at all. In support of its demand
 4 for duplicative rounds of signatures, *see* ECF 4580-4 [Pages 9-10 of 10], Uber does not even attempt
 5 to cite caselaw. *See* ECF 4580 [Pages 14-15 of 17], at 10:23—11:20. Such “shoddy motion
 6 practice”—relying on “argument [that] is barely developed and does not cite to any persuasive
 7 authority”—“is unacceptable.” *Freeman v. Alta Bates Summit Med. Ctr. Campus*, No. C04-
 8 2019SBA, 2004 WL 2326369, at *6–7 (N.D. Cal. Oct. 12, 2004) (citing N.D. Cal. Civ. L.R. 7-4(a));
 9 *see also* N.D. Cal. Civ. L.R. 3-4(d) (provisions for citations to legal authority). Uber is not entitled
 10 to sanctions based on baseless allegations and citation-free demands. *See Quillinan v. Ainsworth*,
 11 755 F. App’x 690, 690–91 (9th Cir. 2019) (“The district court did not abuse its discretion by denying
 12 defendants’ motion for sanctions because defendants failed to develop the record sufficiently to
 13 demonstrate that sanctions were warranted.”) (citation omitted); *Ortego v. Lummi Island Scenic Ests.*
 14 *Cnty. Club, Inc.*, 738 F. App’x 912, 916 (9th Cir. 2018) (affirming denial of Rule 11 sanctions
 15 because “Plaintiffs provided neither the authority to support sanctions nor a meaningful explanation
 16 of why sanctions were warranted, both of which are required by Federal Rule of Civil Procedure
 17 11.”) (citation omitted).¹¹ As addressed below, that is all Uber’s Motion offers.

18 **A. Uber’s Deposition Demand Is Incoherent, Lawless, and Impossible.**

19 The cases identified in Uber’s Motion were dismissed on November 19, 2025, by order of
 20 this Court. ECF 4442. Indeed, the Declaration filed as purported support for Uber’s Motion admits
 21 that “dismissals ... [were] already granted by the Court.” ECF 4580-1, at 2:19-20. If the Court signs
 22 Uber’s Proposed Order, these claims will be dismissed with prejudice. *See* ECF 4580-4 [Page 3 of
 23 10], 2:19. Therefore, by Uber’s design, none of these women have claims pending before the Court.

24 Uber’s motion is thereby incoherent in demanding discovery only available in pending
 25 litigation. The former plaintiffs with dismissed cases include MDL ID 1496, 1500, 1508, 3201. ECF

26
 27 ¹¹ Having failed to produce the requisite evidence and arguments necessary to sustain its request for
 28 relief in its motion, Uber cannot now supplement its motion with “new facts or different legal
 arguments” in its reply. *Dytch v. Yoon*, No. C10-02915-MEJ, 2011 WL 839421, at *3 (N.D. Cal.
 Mar. 7, 2011) (collecting cases).

4580-4 [Page 6 of 10], 2:7-9, 2:25. Incomprehensibly, Uber’s Proposed Order provides that, “[i]n order for Defendants to ... *evaluate these Plaintiffs’ cases*, the Court orders that each Plaintiff listed on Exhibit A2 shall submit to a two-hour deposition conducted by Defendants within 30 days of this Order.” ECF 4580-4 [Pages 3-4 of 10], 2:26—3:1 (emphasis added). It is impossible for Uber to “evaluate these Plaintiffs’ cases” because these women *have no cases* anymore. Docs. 4442, 4580-4. These “Plaintiffs’ cases” no longer exist. *See id.* And, undersigned is no longer in contact with these women and therefore has no way to present them for a deposition in any event. *See, generally*, ECF 4522, at 6:1-2; *United States v. Rylander*, 460 U.S. 752, 757 (1983) (“While the court is bound by the enforcement order, it will not be blind to evidence that compliance is now factually impossible. Where compliance is impossible, neither the moving party nor the court has any reason to proceed with the civil contempt action.”); *cf. Aerojet Rocketdyne, Inc. v. Glob. Aerospace, Inc.*, No. 2:17-cv-01515-KJM-AC, 2019 WL 246628, at *5 (E.D. Cal. Jan. 17, 2019) (protective order granted on certain Rule 30(b)(6) topics where it was “impossible for [party] to identify an appropriate deponent and properly prepare that deponent”). Uber’s arguments and its Proposed Order (ECF 4580-4) self-contradict. Uber demands an order dismissing the cases with prejudice while simultaneously demanding depositions to “evaluate ... cases”¹² that do not exist and can never be re-filed.

Not surprisingly, Uber cites no authority supporting its demand for a self-contradictory court order compelling depositions of unavailable former parties to evaluate dismissed cases. Uber first selectively quotes Federal Rule of Civil Procedure 37(b)(2),¹³ omitting the limiting language, emphasized below, that renders the Rule inapplicable:

(A) *For Not Obeying a Discovery Order.* If a party or a party's officer, director, or managing agent--or a witness designated under Rule 30(b)(6) or 31(a)(4)--fails to obey an order to provide or permit discovery, including an order under Rule 26(f), 35, or 37(a), the court where **the action is pending** may issue further just orders. They may include the following:

- (i) directing that the matters embraced in the order or other designated facts be taken as established for purposes of the action, as the prevailing party claims;
- (ii) prohibiting the disobedient party from supporting or opposing designated claims or defenses, or from introducing designated matters in evidence;

¹² ECF 4580-4 [Pages 3-4 of 10], 2:26—3:1.

¹³ *See* ECF 4580 [Page 14 of 17], 10:7-8.

- (iii) striking pleadings in whole or in part;
- (iv) staying further proceedings until the order is obeyed;
- (v) dismissing the action or proceeding in whole or in part;
- (vi) rendering a default judgment against the disobedient party; or
- (vii) treating as contempt of court the failure to obey any order except an order to submit to a physical or mental examination.

Fed. R. Civ. P. 37(b)(2)(A) (emphasis added). Pursuant to the above-quoted and emphasized language of the Rule, the Rule does not provide for “further just orders” here because the actions are not pending. Consistently, none of the listed sanctions include former-party depositions. Uber already has its pound of flesh by dismissal, a sanction listed at Rule 37(b)(2)(A)(v). Uber cites no authority for the proposition that sanctions can include depositions to evaluate cases that do not even exist at the time of the depositions.

Ironically, Uber blames plaintiffs for protracted motion practice,¹⁴ yet Uber’s Proposed Order has no purpose other than to set the stage for future motions. The Proposed Order is designed in numerous respects to divert judicial resources into a lawless witch hunt. Uber plans to keep beating the dead horse of dismissed cases by demanding ever more sanctions when the undersigned cannot produce nonresponsive former plaintiffs for depositions to evaluate non-existing cases. Even were there a live party in a pending case, a party cannot be sanctioned under Rule 37(b)(2) for failing to produce another person for examination pursuant to a court order if “the disobedient party shows that it cannot produce the other person.” Fed. R. Civ. P. 37(b)(2)(B).

Not only is Uber’s Proposed Order irreconcilable with Rule 37, but Uber cannot satisfy the requirements for subpoenaing a witness to testify pursuant to Federal Rule of Civil Procedure 45. For one thing, “A subpoena must issue from the court where the action **is pending**,” Fed. R. Civ. P. 45(a)(2) (emphasis added). That aside, a subpoena may command a person to attend a deposition “within 100 miles of where the person resides, is employed, or regularly transacts business in person[.]” Fed. R. Civ. P. 45(c)(1)(A). These former party plaintiffs are non-responsive; therefore, it is unclear how Uber could make this determination so as to issue a deposition subpoena even were

¹⁴ See, e.g., ECF 4580 [Page 5 of 17], 1:12 (lamenting Uber is allegedly “forced” to file a motion when, in truth, Uber is using its serial motions to harass plaintiffs’ firms and de-rail pre-trial litigation).

1 there a still-pending case.

2 Uber compounds its disregard for the Federal Rules of Civil Procedure by citing case law
3 that does not remotely support entry of its Proposed Order. Uber boldly miscites *Hardin v.*
4 *Mendocino Coast Dist. Hosp.*, No. 17-cv-05554-JST(TSH), 2019 WL 4256383, at *3 (N.D. Cal.
5 Sept. 9, 2019), as a purported example of courts’ discretion to fashion appropriate relief under
6 Federal Rule of Civil Procedure 37(b)(2), “include[ing] ordering additional discovery.” *See* ECF
7 4580 [Page 14 of 17], 10:11-16. *Hardin* does not cite Federal Rule of Civil Procedure 37. *See* 2019
8 WL 4256383. *Hardin* does not even use the words “sanction” or “discretion,” much less define the
9 court’s discretion in imposing sanctions. *See id.* Nor does *Hardin* address, much less condone,
10 depositions of unavailable non-parties to evaluate cases no longer pending before the Court. *See id.*

11 *Grouse River Outfitters, Ltd. v. Oracle Corp.*, 848 F. App’x 238, 244 (9th Cir. 2021) (cited
12 at ECF 4580 [Page 14 of 17], at 10:12-13), says nothing allowing depositions of former parties no
13 longer before the Court in order to evaluate cases dismissed with prejudice, but rather recognized the
14 district court’s discretion in granting a motion in limine excluding *a party’s* damages evidence.
15 *Narula v. Orange Cnty. Superior Ct.*, No. 8:19-cv-00133-DSF-JC, 2021 WL 2406810 (C.D. Cal.
16 May 3, 2021) (cited at ECF 4580 [Page 14 of 17], at 10:15-16), does not address Federal Rule of
17 Civil Procedure 37 or the propriety of ordering impossible depositions of unavailable dismissed
18 parties to evaluate dismissed cases. Indeed, *Narula* does not address depositions at all. More
19 ironically, it criticizes a party’s request for remedy against entities “who have already been dismissed
20 without leave to amend” as “specious.” *Id.* at *5.

21 Therefore, Uber’s demand for court-ordered depositions respectfully should be denied. Were
22 this discovery allowed, then undersigned seeks to depose the person who materially changed DFS
23 answers to only belatedly admit that accounts did in fact exist and that a trip had in fact occurred (*see*
24 *supra* §II.B). Because this paralegal presumably continues to certify answers in live cases, an
25 investigation into why Uber has claimed ignorance of accounts/trips which it later admits
26 existed/occurred could provide relevant information moving forward.

27 **B. There Was No Fraud, at Least Not on the Part of Plaintiffs or Plaintiffs’ Counsel.**

28 As argued above, the “completing” language on page 3 did not prove fraud because Uber

1 admitted it understood, from the blank signature lines, that the amendments were not verified, which
 2 by definition made them incomplete under PTO10 (*see supra* §II.C). As a matter of law as well, this
 3 is the objectively reasonable interpretation of the blank signature lines.

4 If a general and a specific provision in an instrument are inconsistent, the specific provision
 5 controls. *See Castillo v. CleanNet USA, Inc.*, 358 F. Supp. 3d 912, 946 (N.D. Cal. 2018) (citation
 6 omitted); *Smith v. Simmons*, 638 F. Supp. 2d 1180, 1193 (E.D. Cal. 2009) (citation omitted), *aff'd*,
 7 409 F. App'x 88 (9th Cir. 2010). The blank line under the **VERIFICATION** paragraph at the end
 8 of the PFS (ECF 4287, p. 16 [Page 28 of 49]), is more specific than the sentence Uber quotes from
 9 PFS page 3. Indeed, for all that Uber hypes the word “completing” on page 3, Uber ignores that this
 10 sentence appears under the heading “Accuracy and Supplementation.” If incompleteness is fraud, as
 11 Uber reasons, then the very concept of supplementing would appear to be inapplicable.

12 Further, the PFS should be interpreted to avoid redundancy and surplusage. *See, e.g.*,
 13 *Schertzer v. Bank of Am., NA*, 109 F.4th 1200, 1209 (9th Cir. 2024) (“An interpretation which gives
 14 effect to all provisions of the contract is preferred to one which renders part of the writing
 15 superfluous, useless or inexplicable.” (quoting *Carson v. Mercury Ins. Co.*, 210 Cal. App. 4th 409,
 16 420, 148 Cal.Rptr.3d 518 (2012))); *Hoban v. Nova Cas. Co.*, 335 F. Supp. 3d 1192, 1203 (E.D. Cal.
 17 2018) (contracts are construed to avoid rendering terms surplusage (parenthetical citing *ACL Techs.*,
 18 *Inc. v. Northbrook Prop. & Cas. Ins. Co.*, 17 Cal. App. 4th 1773, 1785, 22 Cal.Rptr.2d 206 (1993))).
 19 Uber’s argument violates this principle by rendering the verification redundant of the “completing”
 20 sentence on page 3. Uber is saying, in a circuitous way, that by submitting an unsigned PFS to the
 21 portal, the lack of signature is meaningless because the sentence on PFS page 3 somehow equated
 22 with a signature under Federal Rule of Civil Procedure 26(g) – even though Uber undeniably could
 23 see the amended PFSs at issue were unsigned. Under Uber’s interpretation, the failure of a plaintiff
 24 to sign the verification is both a fatal defect requiring dismissal *and*, inconsistently, meaningless
 25 because a sentence on page 3 of the PFS form automatically executed a signature.

26 Uber’s argument is further inconsistent with the Court’s Fact Sheet protocol (ECF 4287). The
 27 *raison d’être* of the deficiency protocol presupposes that the penalty for incompleteness is controlled
 28 by that protocol. Ignoring this, Uber invents and demands additional punishments and PFS

1 certifications different from what the Court ordered. *E.g.*, ECF 4287 [Page 28 of 49] (client
2 verification rather than attorney Rule 26(g) certification); *see also infra* §III.C.

3 Uber consistently ignores the actual language of Rule 26(g), which is inapplicable to its
4 arguments against the undersigned.¹⁵ Assuming for the sake of argument Rule 26(g) applies, if a
5 discovery response is unsigned, then other parties have no duty to act on it, and the Court must strike
6 it unless a signature is promptly applied after the omission is called to the attorney’s or unrepresented
7 party’s attention. Fed. R. Civ. P. 26(g)(2). Thus, the lack of a signature is not a “fraud,” and the Court
8 has already struck the entire case as a penalty. The fact that the Rule contemplates unsigned discovery
9 documents and allows a cure for same undermines Uber’s theory that submitting an unsigned
10 discovery document to a portal is fraud.

11 **C. Uber Demands a Lawless End Run Around the Court’s Fact Sheet Implementation**
12 **Order (ECF 4287).**

13 Uber demands an order requiring that certain firms execute Uber’s Exhibit A3 as to any and
14 all plaintiffs they represent in this MDL, and that these plaintiffs—none of whom Uber names in its
15 unprecedented motion—submit additional signatures per Uber’s Exhibit A4. ECF 4580-4, at 3:12-
16 4:2. In support of this indiscriminate harassment of unnamed plaintiffs, Uber does not and cannot
17 cite caselaw. *See* ECF 4580 [Pages 14-15 of 17], at 10:23—11:20.

18 Uber cannot punish plaintiffs *it does not even deign to name* based on (false) allegations about
19 an entirely different group of former plaintiffs. Rule 37(b)(2) sanctions must be just and,
20 independently, “must be specifically related to the particular ‘claim.’” *Ins. Corp. of Ireland v.*

21 ¹⁵ Uber submits a Declaration claiming that, “Nachawati Law Group ... served Rule 26(g)
22 certifications.” ECF 4580-1, Declaration of Christopher V. Cotton ISO Defendant’s Motion
23 Regarding Fraudulent Plaintiff Fact Sheets, at 2:11-14 ¶3. This is inaccurate. Undersigned filed a
24 “statement” (ECF 4522), which neither cited Rule 26(g) nor used the word “certification” because
25 Rule 26(g) was inapplicable to the discovery at issue. Rule 26(g) only applies to signatures on
26 discovery requests, responses, and objections “by at least one attorney of record in the attorney’s
27 own name—or by the party personally, **if unrepresented**[.]” Fed. R. Civ. P. 26(g)(1) (emphasis
28 added). Because the PFS form calls for the signatures of a represented party, Rule 26(g) never applied
to the PFSs at issue. Therefore, rather than citing a Federal Rule of Civil Procedure that on its face
had no application, which in itself could be deemed some form of falsehood, undersigned filed a
statement that omitted any citation to or certification under the inapplicable Rule 26(g). *See* ECF
4522. Moreover, the signature on that statement would not qualify as a Rule 26(g) certification
because it was not a “disclosure under Rule 26(a)(1) or (a)(3)” or a “discovery request, response, or
objection.” Fed. R. Civ. P. 26(g)(1).

1 *Compagnie des Bauxites de Guinee*, 456 U.S. 694, 707 (1982).

2 Uber’s demands not only lack a scintilla of legal or factual support, but they also violate this
 3 Court’s Fact Sheet Implementation Orders. The current Fact Sheet Implementation Order, Amended
 4 PTO No. 10, ECF 4287, “governs the form, schedule for completion, and service of personal injury
 5 Plaintiff Fact Sheets,” resolving “the parties’ numerous disputes over the form and content of the
 6 PFS.” ECF 4287, 1:14-15, 1:20-21. Uber’s Proposed Order violates this Court’s Amended PTO10
 7 in several respects.

8 First, Uber can only challenge a PFS response through “a deficiency notice outlining the
 9 purported deficiency(ies),” and by following a specifically timed protocol thereafter (ECF 4287, at
 10 8:11—9:19)—none of which Uber has done for the unnamed plaintiffs and cases it seeks to subject
 11 to Uber’s Exhibits A3 and A4.

12 Second, this Court’s Order does not require Rule 26(g) certifications, but rather allows fact
 13 sheets signed by plaintiffs represented by counsel (ECF 4287 [Page 28 of 49]) and by defense
 14 counsel’s paralegals (*id.* at Page 49 of 49). Rule 26(g) only applies to attorneys or parties
 15 unrepresented by counsel. Fed. R. Civ. P. 26(g)(1) (“at least one attorney of record in the attorney’s
 16 own name—or by the party personally, if unrepresented”). Therefore, based on the plain language
 17 of the rule, by allowing represented parties and paralegals to sign the discovery responses, Amended
 18 PTO10 does not require Rule 26(g) certifications. Uber’s attorney certifications (Uber Exhibit A3)
 19 are therefore inconsistent with the signature protocols this Court promulgated in PTO10.

20 Third, the second round of plaintiff signatures Uber demands (Uber Exhibit A4), expose the
 21 harassment at the heart of Uber’s motion. Uber already has signatures in the verification format this
 22 Court approved. ECF 4287 [Page 28 of 49]. A second round of signatures by plaintiffs who already
 23 signed what this Court requires in PTO10 is duplicative and harassing.

24 Fourth, with regard to these untold numbers of cases, Uber is demanding de facto revisions
 25 of Amended PTO10 but without completing the revision process dictated therein. ECF 4287, at
 26 11:19-20 (“The Court will not revise either this Order or the fact sheets unless the parties agree on a
 27 given change.”).

28 In sum, Uber’s campaign of harassing certain targeted plaintiffs’ firms and an untold number

1 of unnamed plaintiffs not only fails for lack of any legal support, but it further reveals Uber's
 2 disregard for the time and attention this Honorable Court has devoted to Amended PTO10.¹⁶

3 **IV. CONCLUSION**

4 Uber's hyperbolic "fraud" accusations seek to capitalize on the fact that former party
 5 plaintiffs became non-responsive. Uber goes so far as to include accusations that have nothing to do
 6 with the law firms, former plaintiffs, and unnamed current plaintiffs targeted in its motion.¹⁷ Ignoring
 7 its own material failures in DFS responses, Uber distorts unsigned PFS amendments that clarify a
 8 handful of former plaintiffs' PFS answers. Uber seeks to mire this litigation in a never-ending series
 9 of sanctions motions over discovery answers that are moot because the cases are dismissed.

10 Uber's distraction stratagem, if successful, would be unprecedented. Uber attempts no
 11 caselaw citation—none—even ostensibly legitimizing its demand that an untold number of unnamed
 12 plaintiffs be forced to submit additional signatures over and above what this Court has already
 13 ordered in Amended PTO10.¹⁸ Uber attempts no caselaw citation—none—even ostensibly
 14 legitimizing its campaign of harassing plaintiffs' firms by requiring an untold number of signatures
 15 contrary to the Amended PTO10 protocol.¹⁹ Worse still, when Uber attempts to dignify its demand
 16 that unavailable former plaintiffs be deposed for the avowed purpose of evaluating cases that are no
 17 longer pending, Uber cites inapposite authorities, including a boldly inaccurate citation to *Hardin*,
 18 2019 WL 4256383, at *3.²⁰

19 Uber's Motion can be summed up thusly: Uber is wasting this Court's valuable time. The
 20 undersigned respectfully prays that the Court deny Uber's motion. In the alternative, if Uber is

22 ¹⁶ As further example of the short shrift Uber accords this Court's PTOs and the Federal Rules of
 23 Civil Procedure, Uber represents to this Court that the "amended PFS [were] fil[ed]." ECF 4580
 24 [Page 7 of 17], 3:6. Generally speaking, discovery is not filed in federal court. *See* Fed. R. Civ. P.
 25 5(d)(1)(A); *see also* ECF 4287, 6:16-19 (Am. PTO 10 generally incorporating Federal Rules of Civil
 Procedure by reference). Consistently, this Court did not order that the PFS be filed, but rather that
 they be served and uploaded. ECF 4287, 7:17-22.

26 ¹⁷ Uber complains about purported facts that have nothing to do with any of the three plaintiffs' firms
 that its motion targets. *See* ECF 4580 [Pages 12-13], pp. 8:22—9:8 (complaining about Docs. 4103
 & 4104).

27 ¹⁸ *See* ECF 4580 [Pages 14-15 of 17], at 10:22—11:20.

28 ¹⁹ *See id.*

²⁰ *See id.* at 10:11-16; *supra* §III.A.

1 granted any relief, undersigned respectfully requests a six-hour deposition of Uber paralegal
2 Alejandra O'Connor on what investigation, if any, she conducted before certifying that Uber had not
3 located accounts for T.W. (MDL 1500), K.C. (MDL 2214), and C.H. (MDL 2231), and could not
4 confirm the trip for A.V. (MDL 3207) and K.C. (MDL 2214). Perhaps this deposition could reveal
5 that Uber is gaslighting sexual assault victims.

6 Dated: December 19, 2025

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CERTIFICATE OF SERVICE

I hereby certify that on December 19, 2025, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will automatically send notification of the filing to all counsel of record.

/s/ Steven S. Schulte
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